

Request for Proposals for Real Property Appraisal Services



The Hualapai Tribe is soliciting a Request for Proposal (RFP) from qualified appraisers to create an appraisal report in using Uniform Standards of Professional Appraisal Practice (USPAP) and any supplemental requirements contained in the statement of work for the existing American Telephone & Telegraph (AT&T) Fiber Optic Cable Right-of-Way located parallel to State Route 66 within the Hualapai Reservation.

The RFP closes on Friday, August 30, 2019, at 4:00 PM Arizona Time. All questions must be submitted in writing and may be sent via email to the individual listed below. All bids shall be submitted to:

Kevin A. Davidson, Director
Hualapai Tribe Planning & Economic Development Department

Mail to: P.O. Box 179 or
Deliver to: 887 W. Highway 66
Peach Springs, Arizona 86434
Phone: (928) 769-1310 Ext. 22
Fax: (928) 769-1377

Or e-mail to: kdavidson@hualapai-nsn.gov

See www.hualapai-nsn.gov for RFP and Statement of Work

PROPOSAL FORMAT

The Planning and Economic Development Department intends to retain the successful applicant on a “Best Value” basis and qualification evaluation, not a “Low Bid” basis, so the Planning can properly evaluate the proposals received. All proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers numbered and labeled with the corresponding Tab reference also noted below. None of the proposed services may conflict with any requirement Planning has published herein or has issued by addendum

Tab 1: Form of Proposal: The Form of Proposal is attached hereto and incorporated herein by reference as Attachment A. It must be fully completed and executed and submitted as a part of the proposal.

Tab 2: Profile of Firm Form: The Profile of the Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Provide a narrative description of the overall system design including all subsystems and associated ratings and all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant/entity must submit a concise description of its managerial capacity to deliver the proposed services. Resumes of key personnel should be included under this tab.

Tab 6: Client List: The applicant/entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed within the past three years. The list must include:

- Client’s name
- Client’s contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding tabs is also required for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant/entity may include any other general information that the applicant believes is appropriate to assist the selection committee in its evaluation such as letters of recommendation and relevant project descriptions.

PROPOSAL SUBMISSION

All proposals must be submitted and time-stamped received in the Planning Office no later than the submittal deadline stated herein or within any ensuing addendum. Three copies of the proposal submittal including one original signature copy shall be placed in a sealed package addressed to:

Hualapai Planning & Economic Development Department
Attention: Mr. Kevin A. Davidson, Director
887 Highway 66
PO Box 179
Peach Springs, AZ 86434

Package exterior must clearly denote:

AMERICAN TELEPHONE & TELEGRAPH (AT&T) FIBER OPTIC CABLE RIGHT-OF-WAY –
HUALAPAI PLANNING

Proposals submitted after the published deadline will not be accepted.

SUBMISSION CONDITIONS:

Applicants are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or revisions are entered on any of the documents that are submitted to Planning by the applicant, such may invalidate that proposal. If, after accepting such a proposal, the Planning Department decides that any such entry has not changed the intent of the proposal that the Planning intended to receive, the Planning Department may accept the proposal and the proposal shall be considered by the Planning Department as if those additional marks, notations or revisions were not entered on such.

By requesting the proposal documents, each such prospective applicant is agreeing to confirm (by signing and returning by fax or e-mail) all notices that the Planning delivers to him/her, and by submitting a proposal, the applicant is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

SUBMISSION RESPONSIBILITIES:

It shall be the responsibility of each such applicant to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Planning and Economic Development Department including the RFP, the required Proposal Format, and any addenda published by the Department. By virtue of completing, signing, and submitting the completed documents, the applicant is stating their agreement to comply with the instructions, conditions, and requirements set forth within those documents. Written notice from the applicant not authorized in writing by the Planning and Economic Development Department, to exclude any of the Planning Department requirements contained within the documents, may cause that applicant to not be considered.

PROPOSAL EVALUATION CRITERIA

The following criterion will be utilized by Planning and Economic Development Department to evaluate each proposal submitted:

Criterion 1 – 30 Points – Specialized Knowledge and Experience and Technical Competence that the applicant displays for the work required based upon the work history and the resumes submitted for the staff proposed to perform the work. The past performance of the applicant on prior projects of the same or similar nature, based on the letters of reference and/or the client lists submitted, and based upon the results of any consultation that Planning chooses to conduct with such.

Criterion 2 – 30 Points – Capability that the applicant displays in that the proposal submitted shows: (a) A knowledge and understanding of the scope of the work to be performed; (b) a realistic approach to the performance of the required work.

Criterion 3 – 30 Points – Costs of the proposed services.

Criterion 4 – 10 Points - Indian Owned Enterprise.¹

Hualapai Tribe's Reservation of Rights Notice

- The Hualapai Tribe reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time.
- The Hualapai Tribe reserves the right to not award a contract pursuant to this RFP.
- The Hualapai Tribe reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon fourteen (14) days written notice.
- The Hualapai Tribe reserves the right to negotiate the fees proposed by the applicant/entity.
- The Hualapai Tribe reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not-necessarily limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
- The Hualapai Tribe shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

¹ For any applicant claiming Indian Preference, the applicable information shall be entered where provided on the Form of Proposal. Planning shall retain the right to deny to any applicant any Indian Preference claimed, if in the opinion of Planning, the applicant does not submit the appropriate justification required by Attachment D. Therefore, Planning shall not be able to accept any such additional documentation after the deadline for the receipt of proposals.

STATEMENT OF WORK

Hualapai Planning and Economic Development Department

Title Status Report Number: 606 T 107
OASIS Number: NA

Appraiser Instructions

This statement of work details the Hualapai Tribe's ("Tribe's") instructions for the appraisal assignment described below, located on land managed in trust by the Truxton Canon Agency on behalf of the United States of America. All questions, concerns, or discussions regarding the appraisal for the American Telephone & Telegraph (AT&T) Fiber Optic Cable Right-of-Way shall be addressed directly to the Hualapai Planning & Economic Development Department (HPED), attention Kevin Davidson, Director:

1. Prior to notice to proceed from the Tribe, submit all questions in writing to the HPED.
2. Payment for these appraisal reports will be handled by the Hualapai Tribe. Submit your bid package for this appraisal assignment to HPED. The Hualapai Tribe is the sole client for purposes of this assignment and will engage the appraiser via a letter of engagement once the cost of the appraisal is agreed upon with the appraiser.
3. The Hualapai Tribe and the Truxton Canon Agency will provide any supplemental information not included in the statement of work and requested by the appraiser through the HPED.

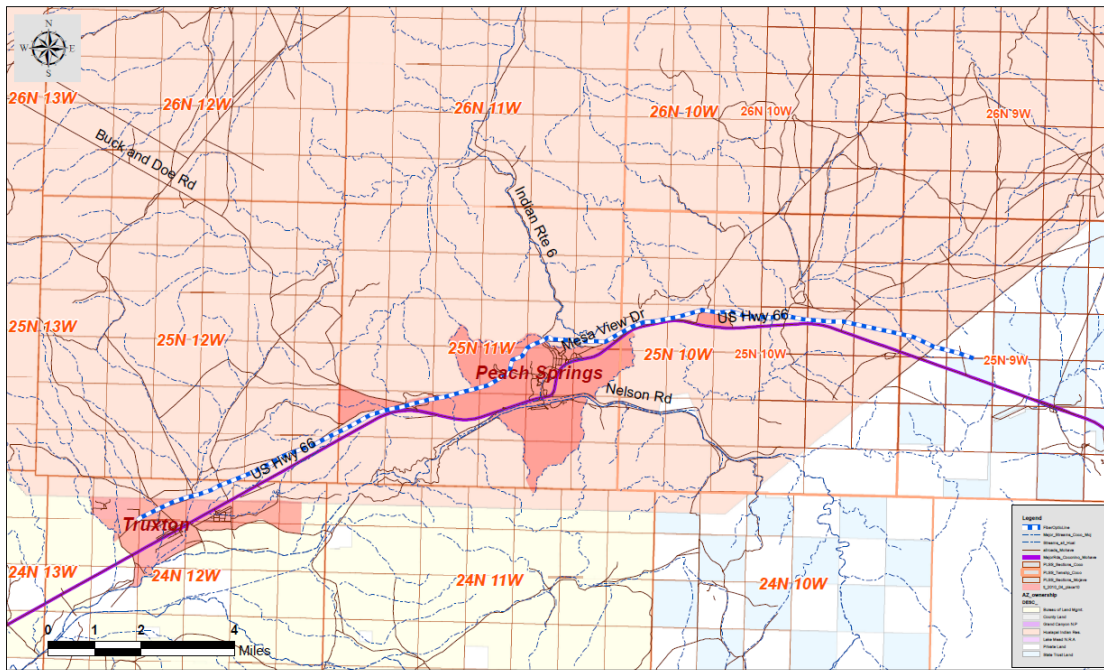
This is a tribally funded assignment. The Hualapai Tribe will select an appraiser from the Department of the Interior's Appraisal and Valuation Services Office (AVSO) list of qualified appraisers and will notify the BIA realty specialist. Neither the AVSO nor the BIA realty specialist will be responsible for ensuring payment of these fees. The due date of the appraisal (which may be in terms of the number of days or a specific date) is agreed upon between the Hualapai and the appraiser as part of this step.

SECTION 1 – Assignment Identification & General Information

Identification	AT&T Fiber Optic Cable Right-of-Way
Location	Truxton Canon Agency, Hualapai Reservation
Acreage	63.5 acres.
Client	Hualapai Indian Tribe
Intended Users	The appraisal report will be used by the Hualapai Indian Tribe on behalf of the United States of America.
Intended Use	The appraisal report will be used to establish the fair market value of rights-of-way (ROW) across the Hualapai Reservation for a term of 50 years beginning on January 1, 2020. This assignment will also determine the fees associated with the trespass use of this ROW that began on March 16, 2014 through the reauthorization of this ROW on January 1, 2020. This appraisal is not intended for any other use.

Property Location Map

AT&T Fiber Optic Line through the Hualapai Reservation and Peach Springs



The ROW to be granted by the Bureau of Indian Affairs (BIA) is on the Hualapai Reservation held in trust by the United States of America as part of the Truxton Canon Agency. The subject area is located in both Coconino County and Mohave County, Arizona.

Appraisal Assignment Description:

The appraisal report will be used to establish the fair market value for a right-of-way (ROW) permit on the subject property for a term of 50 years. The fair market value shall be expressed in terms that are typical for the market area in which the property is located and may be a fixed amount, percentage, or a combination (25 CFR 169.112(a)).

Although there is an existing underground fiber optic cable, the ROW has expired. This ROW valuation assignment is to determine the amount due as a result of the trespass and the fair market value for the ROW from the resolution of the trespass forward. The western point of the ROW is on the west boundary line of the reservation line in E ½ NE ¼ of Section 4, T24N, R12W, G&SRM (UTM 267588, 3930903, Zone 12 meters) and the east point is on the east boundary line of the reservation SE ¼ of Section 18, T25N, R9W, G&SRM (UTM 293642, 3936170, Zone 12 meters). The “call” (or distances) in the legal description total 17.4642 miles from the west point to the east point. The calculated acreage is 63.50618 acres, based on the 30-foot right-of-way cited in the 1964 grant. Permits were issued in 1963 and 1964 for the original construction of the underground coaxial cable and then again in 1989 for the fiber optic cable when the coaxial cable was abandoned in place. This ROW permit is intended for the continued operation and maintenance of the underground fiber optic cable. The ROW will also grant access on existing roadways.

This ROW is a non-possessory interest in land, and title does not pass to the grantee (25 CFR 169.10). It is also a non-exclusive grant to use or occupy the ROW; the grantee AT&T may allow another party to use the ROW or co-locate equipment within the ROW; the BIA may require any additional users to apply for and be issued their own ROW for the requested use.

The ROW application must comply with 25 U.S.C. 169.125. Please carefully review the attached copy of the applicable sections of the C.F.R. to ensure that your proposal meets the requirements set forth therein.

As stated in the ROW document dated January 20, 2019, the effective term of the ROW is 50 years, but at any time during the term, BIA may, in its sole discretion and without incurring any liability whatsoever, terminate all or any part of the permitted ROW. BIA will provide the permittee 30 days advance written notice of the termination.

The property to be appraised is further illustrated in maps and exhibits included in, or with, this statement of work.

Provided Subject Property Exhibits

The following Subject Property Exhibits are provided as attachments to the solicitation:

1. BIA ROW Segment Map (1964)
2. AT&T Engineer's Affidavit and Applicant's Certificate (1964)
3. AT&T ROW application (pending)
4. ROW Amendment and Permit Documents (1989)
5. Other information pertinent to the ROW – Photographs
6. 25 CFR 169.125

SECTION 2 – Appraisal Requirements & Instructions

Appraisal Standards

The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP.) If the appraiser is a member of a professional appraisal organization, the appraisal requirements of the organization(s) of which the appraiser is a member would also apply.

The appraisal must be addressed to the Hualapai Indian Tribe, c/o Kevin Davidson, Hualapai Planning and Economic Department.

This is a proposed grant of a ROW across property held in trust by the United States; consequently, the appraisal does not need to conform to the UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions).

Documentation of all comparable ROWs and other comparable market data utilized in the appraisal should be reported in detail. All comparable market data should be verified by the appraiser with a party with specific knowledge of the transaction such as buyer, seller, broker, ROW agent, landman, etc. A detailed summary of each comparable ROW should include comments about the verification, details about the property, and the terms. Interviews with market participants in the local area can also assist in clarifying market forces affecting the competitive market for the subject.

Terms (25 CFR 169.2)

Fair market value means the amount of compensation that a right-of-way would most probably command in an open and competitive market.

Compensation means something bargained for that is fair and reasonable under the circumstances of the agreement.

Compensation may also include additional fees, including but not limited to throughput fees, severance damages, franchise fees, avoidance values, bonuses, or other factors. Compensation may be based on a fixed amount, a percentage of the projected income, or some other method (25 CFR 169.112(a)).

Right-of-way means an easement or a legal right to go over or across tribal land, individually owned Indian land, or BIA land for a specific purpose, including but not limited to building and operating a line or road. This term may also refer to the land subject to the grant of right-of-way; however, in all cases, title to the land remains vested in the landowner. This term does not include service lines.

Date of Value

This assignment requires two determinations: value of the ROW from the start of the trespass to the effective date of the proposed renewal and value of the ROW from the date of proposed renewal through the term of the ROW grant. The trespass began on March 16, 2014. The date the trespass was resolved, and the new ROW became effect is January 1, 2020. The term of the ROW grant is for 50 years. The date of the last property inspection should be no more than 30 calendar days prior to the submission of the (initial) appraisal report, unless the tribe approves other conditions, in writing and in advance.

Extraordinary Assumptions (EAs)

None. If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

Hypothetical Conditions (HCs)

None. If the appraiser determines that hypothetical conditions are necessary for the completion of the assignment, he/she must contact the tribe for prior written approval.

Jurisdictional Exceptions (JEs)

None.

Placement in Report

If any assignment conditions including hypothetical conditions or extraordinary assumptions are authorized by the tribe, the appraiser must clearly identify where the final value conclusion is stated, and in the transmittal letter and the section titled Summary of Salient Facts. These must also be communicated in the General Assumptions and Limiting Conditions section of the appraisal.

Property Inspections

The appraiser must inspect all reservation lands identified in this statement of work and all of the properties used in direct comparison. While every effort must be made to inspect all the comparables, the tribe will not unreasonably require the appraiser to inspect all comparables if it is infeasible because of a comparable's very remote location or in situations where the health and safety of the appraiser might be compromised.

Waiver of inspection requirements must be discussed with the tribe and permission to exclude an inspection must be provided in writing.

Permission to enter upon and appraise the property has not been granted at this time. The appraiser should work with the tribe and BIA realty staff to arrange inspection of the reservation lands where the proposed ROW is located. It is necessary to notify the HPED in advance of the scheduled property inspection.

Pre-Work Meeting

The appraiser is required to participate in a pre-work conference call with the review appraiser within five (5) days after being notified to proceed with the assignment. The review appraiser will coordinate the date and time of the call once an appraiser has been selected.

Controversies/Issues

The existing coaxial/fiber optic cable ROW has expired and there are ongoing negotiations between the tribe, Truxton Canon Agency, and AT&T. The existing coaxial cable was abandoned in place in 1989. The tribe may ask AT&T to remove it before a new ROW is agreed upon. The tribe is also seeking internet service as part of the compensation from AT&T and this may lead to additional improvements and construction within the right-of-way.

Should the appraiser identify other controversies or issues during the course of assignment, he/she must immediately notify the review appraiser identified in Section 3 of this statement of work.

Legal Instructions

No specific legal instructions are included.

Special Appraisal Instructions

1. AT&T may provide proprietary market data on comparable ROW similar to the subject ROWs. The appraiser is required to conduct an extensive search for, and analysis of, comparable ROWs as part of this appraisal assignment and if unable to locate comparable ROW transactions, the appraiser must describe the efforts made to discover this market data and the areas searched.
2. Appropriate valuation methodology(ies) for this property type must be used; pre-work discussions with the tribe and BIA Realty on that topic are required. Methodologies and appraisal concepts typically associated with this assignment type (grants of ROWs) follow:

ROW Comparables: The preferred methodology for determining the fair market value of the subject ROWs is by comparing them to other ROW transactions for similar uses. This approach is consistent with the definitions of fair market value and compensation in the Regulations.

Comparable market transactions will include the various aspects of compensation as described in 25 CFR 169.112 to include additional fees, including but not limited to throughput fees (based on communication volume or revenue), severance damages, franchise fees, avoidance value (cost to go-around reservation), bonuses, or other factors. Compensation may be on a fixed amount, a percentage of the projected income, or some other method. The amount, percentage, or combination will be calculated and the frequency at which the payments will be made. The appraisal should investigate and report the market for ROWs in the local area without limitations to fair market value by the value of the surface estate of the underlying fee property.

Market Rent Comparables: Actual market rent data on ROWs similar to the subject, or market rental data on short term land leases or easements may be applicable to this assignment. It will be critical that market data selected are comparable. Any rent comparables from easements, ROWs, or land leases must be similar to the subject in location, type of use, demand influences, “conditions” of rent, and the rights allowed in the ROW (or lease or easement) agreement. If this approach is used, the income stream from the ROW must be capitalized into a present value of the ROW interest.

Before & After Methodology: Since the property interest of this assignment is for the granting of a ROW rather than an acquisition of a ROW, the “Before & After” methodology is not considered appropriate. The “Before & After” approach measures the damages to the remainder by the acquisition of the ROW and does not measure the market value of the ROW itself. For that reason, the appraiser should not use the “Before & After” approach for this assignment.

“Across the Fence” (ATF) Methodology: The ATF methodology is not appropriate for this type of assignment because like the “Before & After” approach, it measures the value of the reservation land adjacent to the reservation land crossed by the ROW. The ROW value and the land value are not interrelated. In many instances, the value of the ROW is much greater than the value of the land where the ROW is located. The appraisal problem to be solved is the value of the ROW, not the value of the land where it is located.

While the appraiser must make an independent judgment of the appropriate methodology(ies) for valuation, communication between the appraiser and the tribe concurrent with the appraiser’s analysis is essential; this must occur in advance of submission of the appraisal report. The appraiser’s analysis must also be reported in the appraisal.

3. The appraiser shall not communicate assignment results to any party except the tribe unless authorized to do so in writing by the tribe.
4. Even though communication is encouraged with BIA agency representative(s) or the grantee - AT&T, only the tribe can modify appraisal instructions, and any modification must be in writing.
5. Any communications (verbal or written) by the appraiser with the BIA realty contact or the grantee AT&T shall include notification to the review appraiser along with an email description of said contact.
6. Although subject property information is provided to the appraiser in this statement of work, the appraiser must perform his/her own independent research and investigation which comports with appropriate due diligence for an appraisal assignment and must promptly notify the tribe in writing of any information which differs materially from that described in this statement of work.
7. In general, a project appraisal report consists of three major parts: **Part I** contains an introduction, factual data, and analysis relating to all property interests included in the report; **Part II** includes the findings of the report; and **Part III** provides addenda and exhibits relating to all properties included in the report. If this reporting option is desired by the appraiser, the appraiser should coordinate content and organization with the tribe.

General Appraisal Requirements & Instructions

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)
2. This statement of work including all attachments, assignment instructions, and the engagement letter, must be included within the addenda to the appraisal report.
3. Comparable data sheets must be provided for all the data that is relied upon in the derivation of the value opinion requested in this statement of work and all comparable market transactions must be verified with a buyer, seller, broker, or other party knowledgeable about the transaction.
4. Color photographs and maps of comparable properties shall be included in the appraisal report. The tribe will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser should photograph any unusual property features from the ground.
5. An adjustment grid(s) directly correlated to the narrative analysis must be provided in the appraisal report. If qualitative adjustments are used, the appraiser’s logic and reasons for the adjustment must be explained in detail. Unsupported quantitative adjustments are not acceptable.
6. The appraisal report will be reviewed for compliance with the terms of this statement of work (including all cited standards) and USPAP. Any findings of inadequacy will require clarification and/or correction.
7. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the review appraiser.

- 8.** Should the appraiser find it necessary to rely on confidential information, he/she will contact the tribe for instructions. The tribe will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.
- 9.** If including any proprietary information in the appraisal, the appraiser must gain concurrence from the tribe and deliver the proprietary information in a separate binder.
- 10.** When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.
- 11.** The appraisal is not required to comply with UASFLA, however it does need to comply with all applicable portions of USPAP including Standard 2 reporting requirements for an Appraisal Report. Restricted Appraisal Reports are not authorized. As mentioned earlier, a project appraisal format may be appropriate, but should be coordinated with the tribe and BIA Realty.

SECTION 3 – Performance & Submission Requirements

As noted earlier, this is a Hualapai Tribe funded assignment. The Tribe will select an appraiser from the AVSO-prepared list of appraisers. Appraiser fees for the assignment are the responsibility of the Hualapai Tribe. The AVSO review appraiser will not be involved in the negotiation of fees between the tribe and the selected appraiser; nor will AVSO or the BIA representatives be responsible for ensuring payment of these fees.

The assignment is between the real estate appraiser and the Tribe with payment issued directly through and by the Tribe after notification of review and approval/acceptance of the appraisal report by the tribe.

Once the tribe selects an appraiser, the Tribe will then engage the appraiser via a letter of engagement.

The appraiser must address any questions regarding this solicitation, the appraisal instructions, and/or technical requirements for the appraisal to the HPED. A subsequent section identifies the review appraiser and his/her contact information.

Performance:

The Target Period of Performance for the delivery of the initial appraisal report to the tribe will be negotiated between tribe and the appraiser. The appraiser must provide the appraisal services within the performance period specified, or if unforeseen circumstances arise, notify the tribe immediately with a new proposed date for completion of the assignment.

The submitted appraisal report in electronic format for the agreed upon representative sample subject property will be reviewed for compliance with the terms of this statement of work and USPAP. Findings of inadequacy, if any, will require clarification and/or correction. Any corrections requested must be completed and returned to the tribe in a timely manner.

Once the report is reviewed and approved by the Tribe, the appraiser will submit four signed, final, printed reports and one electronic copy to the Tribe. The appraiser will be required to provide a letter or email confirmation that the final, printed appraisals match the electronic copy which was previously reviewed and accepted.

Payment:

Upon receipt of written approval/acceptance of the appraisal reports by the tribe, the appraiser must send and original invoice to HPED. As stated previously, payment is the sole responsibility of the Hualapai Tribe.

Deliverable/Task Schedule

REQUIRED DELIVERABLES	DELIVERY DATE
Pre-Work Meeting	Via conference call within 5 days of engagement
Subject Property Inspection	30 days or less, prior to initial report delivery
Initial Appraisal Report	To be determined
Review Period & Comments Provided to Contract Appraiser	To be determined
Response Period by Contract Appraiser	To be determined
Final Printed Appraisal Reports	To be determined

APPRAISAL ASSIGNMENT CONTACTS:

Any questions regarding appraisal instructions and/or technical requirements for this assignment should be addressed to the HPED . The contacts for this assignment are as follows:

HPED and Payor:

Kevin A. Davidson
Hualapai Tribe Planning & Economic Development Director
P.O. Box 179/887 W. Highway 66
Peach Springs, Arizona 86434
Phone: (928) 769-1310 Ext. 22
Fax: (928) 769-1377
www.hualapai-nsn.gov

Non-Federal Party's Contact:

Luis J. Ortega
Contracted -Employee
Right of Way Mgmt.
National Construction & Engineering
3450 Riverwood Parkway SE
Room 162
Atlanta, Georgia 30339
678-627-5335 (Office)

BIA Realty Specialist:

Christina M. Varela
Realty Specialist
Southern Paiute/Truxton Canon
P.O. Box 720
St. George, UT 84771
P 435-674-9720 ext. 4
F 435-674-9714

Agency Representative:

James (Jim) E. Williams, Superintendent
Southern Paiute and Truxton Canon Agencies
13067 East Highway 66
Valentine, AZ 86437
928-769-3306 (Office)
928-303-3144 (Cell)

Exhibit 1. BIA ROW Segment Map (1964 and 1989)

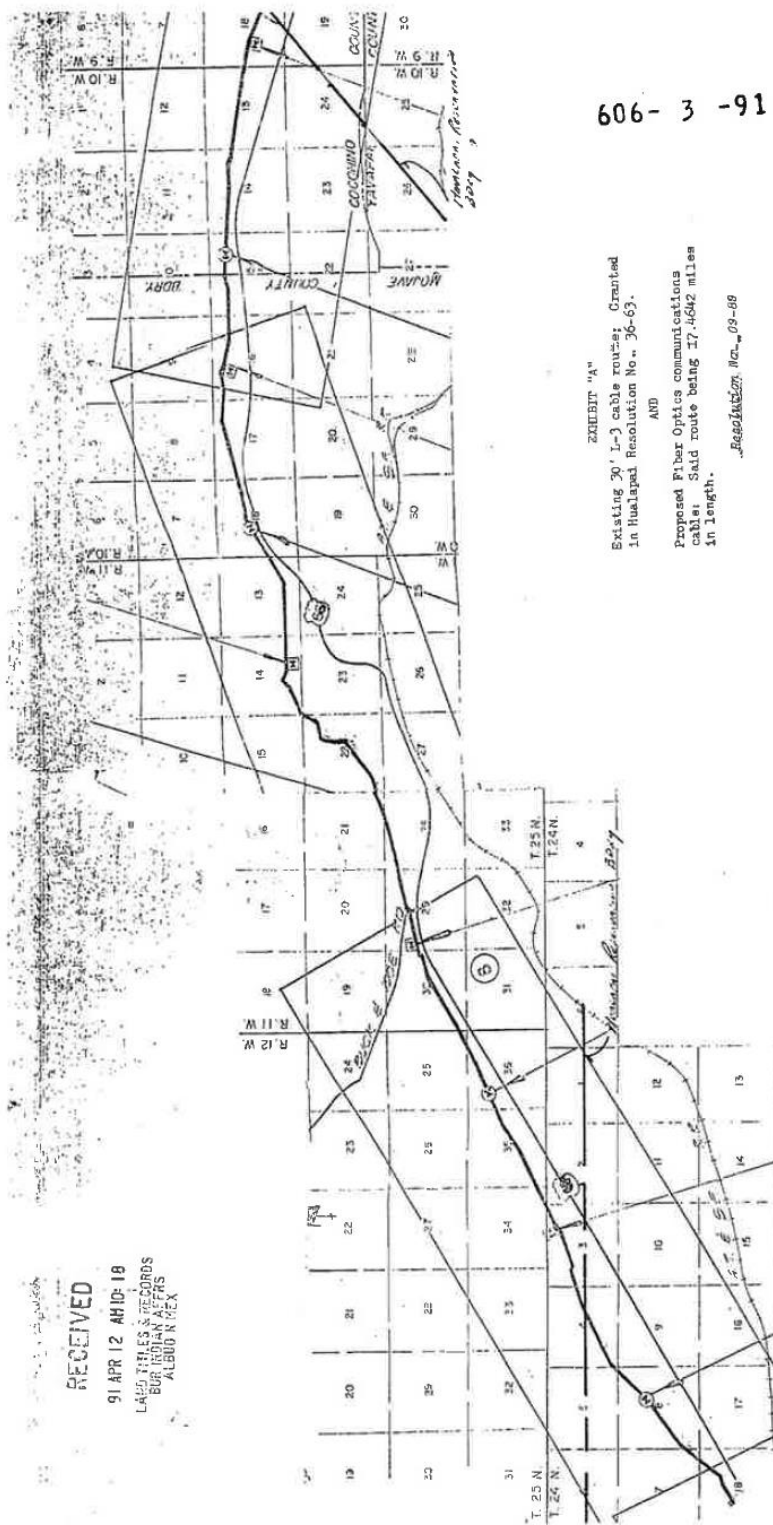


Exhibit 2. AT&T Engineer's Affidavit and Applicant's Certificate (1964)

ENGINEER'S AFFIDAVIT

STATE OF MISSOURI

SS

COUNTY OF JACKSON

C. N. FISHER, BEING FIRST DULY SWORN, STATES THAT HE IS OUTSIDE PLANT ENGINEER OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY; THAT THE SURVEY OF SAID COMPANY'S EASEMENT FOR RIGHTS OF WAY FOR BURIED COMMUNICATIONS CABLES AND APPURTENANCES, AND FOR SITES FOR FIVE COMMUNICATIONS REPEATER STRUCTURES TOGETHER WITH ACCESS ROADWAYS THERETO, THROUGH HUALAPAI INDIAN TRIBAL LANDS IN COCONINO AND MOHAVE COUNTIES, ARIZONA, AS SHOWN ON THESE MAPS, SHEETS 1-3, AND DESCRIBED, USING TRUE BEARINGS, AS FOLLOWS:

A STRIP OF LAND THIRTY (30) FEET IN WIDTH, THE CENTER LINE OF WHICH STARTS AT ENGINEER'S STATION 103+00.4 WHICH IS A POINT ON THE EASTERLY BOUNDARY OF THE HUALAPAI INDIAN RESERVATION, FROM WHICH POINT THE INTERSECTION OF SAID EASTERLY BOUNDARY WITH THE SOUTH BOUNDARY OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST OF THE G. & S. R. B. & M. BEARS SOUTH 50° 00' WEST A DISTANCE OF 1876.5 FEET; RUNS THENCE IN A GENERAL WESTERLY DIRECTION ACROSS SAID INDIAN RESERVATION LANDS IN TOWNSHIP 25 NORTH, RANGES 9 WEST, 10 WEST, 11 WEST AND 12 WEST, AND TOWNSHIP 24 NORTH, RANGE 12 WEST, AND TERMINATES AT ENGINEER'S STATION 194+69.9 WHICH IS A POINT ON THE SOUTHERLY BOUNDARY OF SAID INDIAN RESERVATION, FROM WHICH POINT THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE EAST BOUNDARY OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 12 WEST OF THE G. & S. R. B. & M. BEARS EAST A DISTANCE OF 784.3 FEET; BEING A TOTAL LENGTH OF 17.4632 MILES;

ALSO FIVE TRACTS OF 0.29 ACRE, EACH, BEING 126½ FEET IN LENGTH AND 100 FEET IN WIDTH, CONTIGUOUS WITH THE ABOVE DESCRIBED RIGHT OF WAY AND SITUATE RESPECTIVELY IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST; THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 11 WEST; THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 11 WEST; AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 12 WEST; ALL G. & S. R. B. & M.; BEING A TOTAL OF 1.45 ACRES;

ALSO AN ACCESS ROADWAY TO EACH OF THE FIVE ABOVE DESCRIBED TRACTS, EACH ROADWAY BEING 30 FEET IN WIDTH, TRAVERSING RESPECTIVELY PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST, AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 11 WEST; THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 11 WEST; AND THE EAST HALF OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 12 WEST; ALL G. & S. R. B. & M., BEING A TOTAL LENGTH OF 1.3197 MILES;

WAS MADE UNDER HIS DIRECTION AS OUTSIDE PLANT ENGINEER OF SAID COMPANY AND UNDER ITS AUTHORITY; THAT THE SURVEY WAS COMMENCED ON THE 13TH DAY OF NOVEMBER, 1963, AND COMPLETED ON THE 21ST DAY OF NOVEMBER, 1963; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED ON THESE MAPS.

Rem

C. N. Fisher

OUTSIDE PLANT ENGINEER
AMERICAN TELEPHONE AND TELEGRAPH COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF FEBRUARY, 1964.

APPLICANT'S CERTIFICATE

I, P. W. FORSYTHE, CERTIFY THAT I AM RIGHT OF WAY SUPERINTENDENT OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY; THAT C. H. FISHER, WHO SUBSCRIBED HIS NAME TO THE ACCOMPANYING AFFIDAVIT IS OUTSIDE PLANT ENGINEER OF SAID COMPANY; THAT THE SURVEY OF SAID COMPANY'S EASEMENT FOR RIGHTS OF WAY AS REPRESENTED ON THESE MAPS, SHEETS 1-3, WAS MADE UNDER AUTHORITY AND BY DIRECTION OF THE COMPANY; THAT THE SURVEY, DESCRIBED USING TRUE BEARINGS AS FOLLOWS:


A STRIP OF LAND THIRTY (30) FEET IN WIDTH, THE CENTER LINE OF WHICH STARTS AT ENGINEER'S STATION 103+094 WHICH IS A POINT ON THE EASTERLY BOUNDARY OF THE HUALAPAI INDIAN RESERVATION, FROM WHICH POINT THE INTERSECTION OF SAID EASTERLY BOUND. Y WITH THE SOUTH BOUNDARY OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST OF THE G. & S. R. B. & M. BEARS SOUTH 50° 00' WEST A DISTANCE OF 1876.5 FEET; RUNS THENCE IN A GENERAL WESTERLY DIRECTION ACROSS SAID INDIAN RESERVATION LANDS IN TOWNSHIP 25 NORTH, RANGES 9 WEST, 10 WEST, 11 WEST AND 12 WEST, AND TOWNSHIP 24 NORTH, RANGE 12 WEST, AND TERMINATES AT ENGINEER'S STATION 194+699 WHICH IS A POINT ON THE SOUTHERLY BOUNDARY OF SAID INDIAN RESERVATION, FROM WHICH POINT THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE EAST BOUNDARY OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 12 WEST OF THE G. & S. R. B. & M. BEARS EAST A DISTANCE OF 784.3 FEET; BEING A TOTAL LENGTH OF 17.3642 MILES;

ALSO FIVE TRACTS OF 0.29 ACRE, EACH, BEING 126½ FEET IN LENGTH AND 100 FEET IN WIDTH, CONTIGUOUS WITH THE ABOVE DESCRIBED RIGHT OF WAY AND SITUATE RESPECTIVELY IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST; THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 11 WEST; THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 11 WEST; AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 12 WEST; ALL G. & S. R. B. & M.; BEING A TOTAL OF 1.45 ACRES;

ALSO AN ACCESS ROADWAY TO EACH OF THE FIVE ABOVE DESCRIBED TRACTS, EACH ROADWAY BEING 30 FEET IN WIDTH, TRAVERSING RESPECTIVELY PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 9 WEST, AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 10 WEST; THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 11 WEST; THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 11 WEST; AND THE EAST HALF OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 12 WEST; ALL G. & S. R. B. & M., BEING A TOTAL LENGTH OF 1.3197 MILES;

AS SHOWN ON THESE MAPS, SHEETS 1-3, ACCURATELY REPRESENTS THE EASEMENT REQUIRED FOR RIGHTS OF WAY FOR BURIED COMMUNICATIONS CABLES AND APPURTENANCES, AND FOR SITES FOR FIVE COMMUNICATIONS REPEATER STRUCTURES TOGETHER WITH ACCESS ROADWAYS THERETO; THAT THESE MAPS HAVE BEEN PREPARED TO BE FILED FOR APPROVAL OF THE SECRETARY OF THE INTERIOR IN ORDER THAT THE COMPANY MAY OBTAIN THE BENEFITS OF THE ACT OF CONGRESS APPROVED FEBRUARY 5, 1948 (62 STAT. 17); AND THAT THE COMPANY, BY ITS BOARD OF DIRECTORS, AUTHORIZED ITS PROPER REPRESENTATIVES TO PRESENT THE SAID MAPS FOR APPROVAL IN ORDER THAT THE COMPANY MAY OBTAIN USE OF THE EASEMENT FOR RIGHTS OF WAY FOR COMMUNICATIONS PURPOSES.

K.R.M


RIGHT OF WAY SUPERINTENDENT
AMERICAN TELEPHONE AND TELEGRAPH COMPANY

ATTEST:


ASSISTANT SECRETARY

DEPT. OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON, D. C.

BUREAU OF INDIAN AFFAIRS
(APPROVAL)

THIS MAP CONSISTING OF 4 SHEETS IS HEREBY
APPROVED FOR A PERIOD OF 50 YEARS FROM 3/17/64 SUBJECT TO THE
PROVISIONS OF THE ACT OF FEBRUARY 5, 1948, (62 STAT. 17, 25 U. S. C. 323
AND DEPARTMENTAL REGULATIONS, 25 CFR, PART 161, AND SUBJECT TO ANY VALID
EXISTING RIGHTS OR ADVERSE CLAIM, AND ALSO TO ANY AND ALL STIPULATIONS
CONTAINED IN THE FORMAL APPLICATION OF AMERICAN TELEPHONE AND TELEGRAPH
COMPANY.

Charles Petraitis
SUPERINTENDENT

AGENCY Truxton Canon

LOCATION Valentine Ariz

DATE 9/27/65

EXHIBIT "A"
PLAT OF
AMERICAN TELEPHONE AND TELEGRAPH COMPANY
EASEMENT FOR RIGHT OF WAY
FOR THE
SOCORRO-MOJAVE "A" CABLE,
WITH
REPEATER STATION SITES AND ACCESS ROADWAY
THROUGH AND ON
THE
HUALAPAI INDIAN RESERVATION
COCONINO AND MOHAVE COUNTIES, ARIZONA

Exhibit 3. AT&T ROW application (pending)

Exhibit 4. ROW Amendment & Permit Documents (1989)

APPLICATION FOR AMENDMENT TO RIGHT OF WAY

The APPLICANT, AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corporation, hereby requests an AMENDMENT to Right Of Way, granted in RESOLUTION NO. 36-63, November 2, 1963, OF THE GOVERNING BODY OF THE HUALAPAI TRIBE OF THE HUALAPAI RESERVATION (A Federally chartered Indian Corporation) the application to AMEND Right of Way for the following purpose: A buried fiber optics communications cable and associated facilities within the EXISTING 30' Right of Way granted in the above mentioned HUALAPAI TRIBE RESOLUTION NO. 36-63: across restricted Indian lands of the Hualapai Indian Reservation in TOWNSHIP 25 NORTH, RANGES 9 WEST, 10 WEST, 11 WEST and 12 WEST, and TOWNSHIP 24 NORTH, RANGE 12 WEST, Coconino and Mohave Counties, Arizona; said Right of Way for buried cable being 17.4642 miles in length. SEE EXHIBIT "A", Existing Route of the L-3 cable Right of Way, ATTACHED TO AND MADE A PART HEREOF. SEE EXHIBIT "B", Hualapai Resolution 36-63, ATTACHED TO AND MADE A PART HEREOF.

SAID APPLICANT DOES HEREBY STIPULATE AND EXPRESSLY AGREE AS FOLLOWS:

- (1.) To construct and maintain the Right of Way in a workmanlike manner.
- (2.) To pay promptly all damages, in addition to the deposit made pursuant to Sec. 161.5 (formerly 256.5), determined by the superintendent to be due the landowners on account of the construction and maintenance of the Right of Way.
- (3.) To indemnify the landowners against any liability for damages to life or property arising from the occupancy or use of the lands by the applicant.
- (4.) To restore the lands as nearly as may be possible to their original condition upon the completion of construction.
- (5.) That the applicant will not interfere with the use of the lands by or under authority of the landowners for any purpose not consistent with the primary purpose for which the Right of Way will be granted.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By

R. J. Massimo
R. J. Massimo

Manager of Right of Way

16-3-91 606



AMENDMENT TO RIGHT-OF-WAY EASEMENT
AMERICAN TELEPHONE & TELEGRAPH COMPANY RIGHT-OF-WAY
RESOLUTION NO. 36-63 DATED NOVEMBER 2, 1963
APPROVED SEPTEMBER 27, 1965

The Right-of-Way Easement approved by Hualapai Tribal Resolution No. 36-63 and dated November 2, 1963 and approved by the Bureau of Indian Affairs on September 28, 1965 for American Telephone and Telegraph Company is hereby amended for the following purpose:

A buried communications cable line and five sites for communications repeater structures, with access on existing roadways thereto, across Restricted Indian Lands of the Hualapai Indian Reservation in Township 25 North, Ranges 9 West, 10 West, 11 West and 12 West, and Township 24 North, Range 12 West, G. & S. R. B. & M., Coconino and Mohave Counties, Arizona; said right of way for buried cable being 17.4642 miles in length, for access on existing roadways being a total of 1.3197 miles in length, and for repeater structures being a total of 1.45 acres.

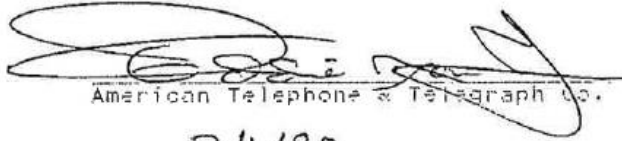
American Telephone & Telegraph Company will compensate the Hualapai Tribe the sum of Fifty Five Thousand Eight Hundred

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ALBUQUERQUE, N.M.

Page 2

Eighty Five Dollars and Forty Cents (\$55,885.40) in consideration
of this amendment, all other terms and conditions remaining the
same.


American Telephone & Telegraph Co.

2/1/90
DATE

Carrie Sender 3-18-90
Chairperson, Hualapai Tribe DATE

Louise Benson 3-22-90
Secretary, Hualapai Tribe DATE


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Page 3

The condition of this amendment to Right-of-Way Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this amendment to Right-of-Way Easement this 30th day of March, of 1990.

UNITED STATES OF AMERICA

By: 
George E. Keller, Superintendent
U. S. Department of the Interior
Bureau of Indian Affairs
Truxton Canon Agency

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TRUXTON CANON AGENCY

HUALAPAI TRIBAL COUNCIL
RESOLUTION NO: **42-88**
OF THE GOVERNING BODY OF THE
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION
PEACH SPRINGS, AZ

(AT&T P-140 Revokable Permit)

WHEREAS, the Hualapai Tribal Council approved a Right-of-Way Easement No. AT&T P-140 to American Telephone and Telegraph Company, by Hualapai Resolution No. 36-63 for a buried telephone cable, and

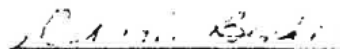
WHEREAS, the American Telephone and Telegraph Communications Company has requested a revokable permit to construct new underground manholes and apparatus cases, being approximately 4'X8'X6-1/2' flush with the ground, and

WHEREAS, the construction activities should last 3-4 days on average per site and there are a total of four sites.


NOW THEREFORE, BE IT RESOLVED that the Hualapai Tribal Council hereby authorizes the Bureau of Indian Affairs to issue a revokable permit upon the condition that damages are assessed at the rate of \$1,000.00 per site, for a total of \$4,000.00

CERTIFICATION

I, the undersigned as Chairman of the Hualapai Tribal Council hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom 7 constituting a quorum were present at a **REGULAR MEETING** thereof held on this **6th day of AUGUST, 1988**; and that the foregoing resolution was duly adopted by the affirmative vote of **6** members pursuant to authority of Article VI, Section 1, (a) & (b) of the Revised Constitution and Bylaws of the Hualapai Tribe approved October 22, 1955


Carrie Bender, Chairperson
HUALAPAI TRIBAL COUNCIL

ATTEST


Louise Benson, Secretary
HUALAPAI TRIBAL COUNCIL

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FOR INDIAN AFFAIRS
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LAND TITLES & RECORDS
BUREAU OF INDIAN AFFAIRS
ALBUQUERQUE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Contract No. _____
Permit No. 88-02-01

REVOCABLE PERMIT

By authority of the Department of the Interior, the Superintendent or other officer in charge of the Truxton Canon Agency hereinafter called the permitter, hereby grants permission to AT&T Communications Company, of 5925 West Las Positas Boulevard, Suite 1033G, Pleasanton, California 94556 in the State of California, hereinafter called the permittee, to enter upon and occupy the following described lands of the Hualapai Indian Reservation: Portions of Township 25N, Range 10 West, Section 15; Township 25 North, Range 10 West, Section 18; Township 25 North, Range 11 West, Section 21; and Township 25 North, Range 12 West, Section 36, being within the existing Right-of-Way easement granted to the American Telephone and Telegraph Company by the Superintendent, Colorado River Agency on March 17, 1964 and further described on the attached EXHIBIT No. 1 and EXHIBIT No. 2.

This permit shall take effect and begin on August 6, 1988. The permittee shall pay on or before the 1st day of September 1988 the sum of four thousand and no/100 Dollars (\$4,000.00).

In consideration of this permission, the permittee agrees to use the lands for the following purposes, and upon the following conditions, to-wit:

For temporary construction easement and access roads to
new underground manholes and apparatus cases, being
approximately 4' X 8' X 6-1/2' flush with the ground.

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It is further understood and agreed that this instrument is not a lease and is not to be taken or construed as granting any leasehold interest or right in or to the land described herein, but is merely a temporary permit, terminable and revocable in the discretion of the Commissioner of Indian Affairs, or his authorized representative, at any time, and in any event not to extend beyond January 15, 1989.

It is further agreed by and between the parties hereto that the permittee may place improvements on the Reservation as described in letter dated June 15, 1988 to Robert R. McNichols, Bureau of Indian Affairs from Gary J. Reed, AT&T Communications, EXHIBIT No 3.

The permittee shall commit no waste on the premises, and he shall not permit any violation of law thereon; and that at the termination of the permit he shall leave the premises in a clean and sanitary condition.

Nothing contained in this permit shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of his permit; however, such termination shall not serve to abrogate this permit. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this permit shall be assumed by the permitter, or his successors.

The permittee further agrees that he will not use or permit to be used any part of said premises for any unlawful

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conduct or purpose whatsoever; that he will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the permittee or with his knowledge, shall render this permit voidable at the option of the Superintendent.

It is further understood and agreed that in the event this permit is cancelled prior to its expiration through failure on the part of the permittee, the advance payments made shall become the property of the permitter.

This permit shall terminate upon the breach of any of the conditions herein, or at the discretion of the Commissioner of Indian Affairs, or his authorized representative.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this permit if made with a corporation or company for its general benefit.

APPROVED:

HUALAPAI INDIAN TRIBE

By: Carrie Bender
Carrie Bender, Chairperson
Hualapai Tribe

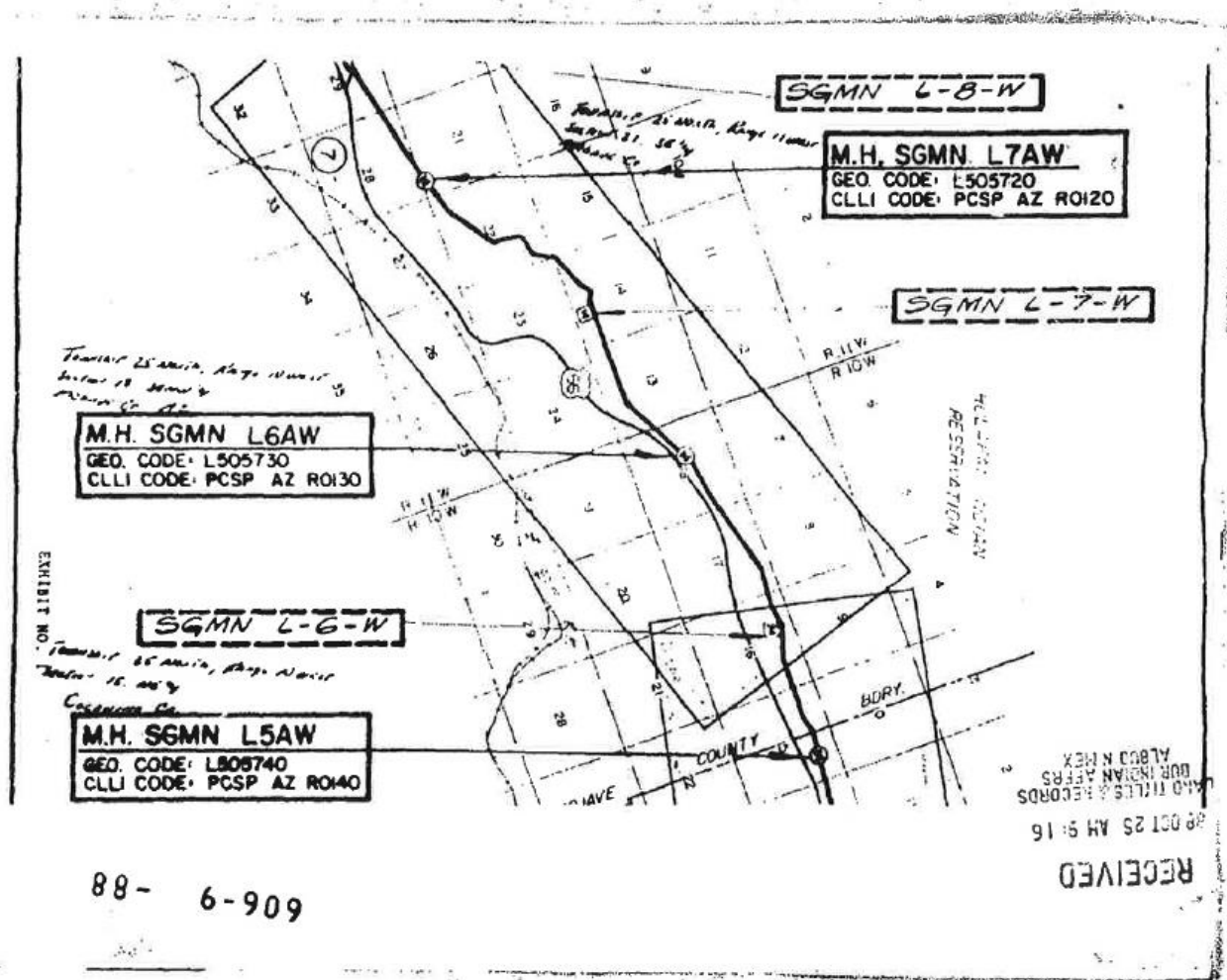
George E. Keller
(Superintendent, Truxton
Canon Agency Permitter)

American Telephone and Telegraph
Permittee

By: R.J. Nagel
R.J. Nagel - Manager, Right-of-Way

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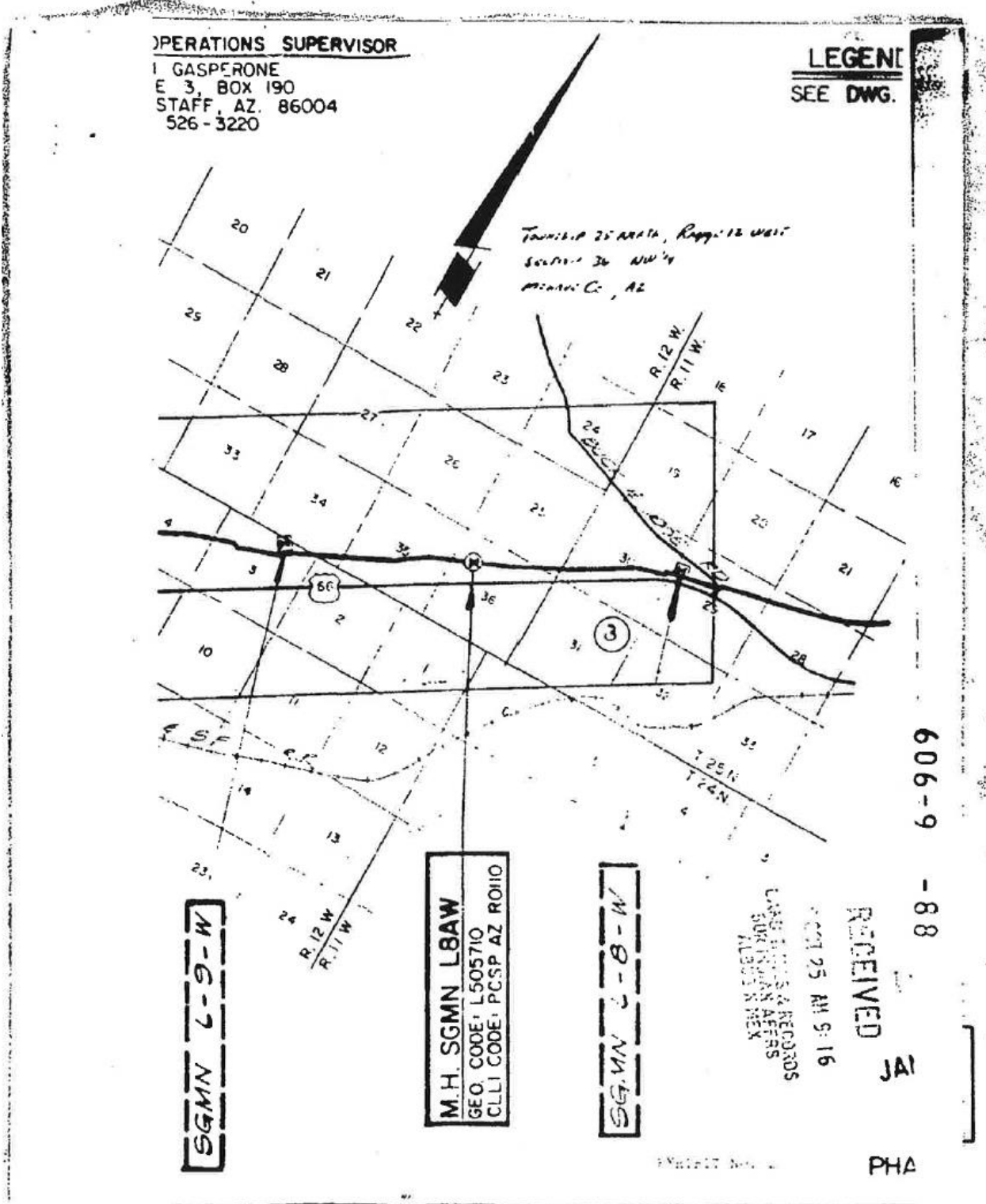


Exhibit 5. Other information pertinent to the ROW – Photographs

AT&T Fiber Optic Line on Hualapai Reservation



Exhibit 5. Other information pertinent to the ROW – Photographs

AT&T Fiber Optic Line on Hualapai Reservation



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Exhibit 5. Other information pertinent to the ROW – Photographs

AT&T Fiber Optic Line on Hualapai Reservation



Photos taken from Route 17 to Mud Tank Road on Route 66, with stops at mile post 106 (access to Gray Mountain), McGee Cemetery, Ridge Road (east of Milkweed subdivision) and Box Canyon.



Exhibit 6. 25 CFR 169.125

§ 169.125 What will the grant of right-of-way contain?

(a) The grant will incorporate the conditions or restrictions set out in the Indian landowners' consents.

(b) The grant will address:

(1) The use(s) the grant is authorizing;

(2) Whether assignment of the right-of-way is permitted and, if so, whether additional consent is required for the assignment and whether any additional compensation is owed to the landowners;

(3) Whether mortgaging of the right-of-way is permitted and, if so, whether additional consent is required for the mortgage and whether any additional compensation is owed to the landowners; and

(4) Ownership of permanent improvements under § 169.130.

(c) The grant will state that:

(1) The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way under § 169.10 and reserves the right of the tribe to reasonable access to the lands subject to the grant to determine grantee's compliance with consent conditions or to protect public health and safety;

(2) The grantee has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;

(3) BIA may treat any provision of a grant that violates Federal law as a violation of the grant; and

(4) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the grantee will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.

(5) The grantee must:

(i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;

(ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to § 169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;

(iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;

(iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;

(v) Comply with all applicable laws and obtain all required permits;

(vi) Not commit waste;

(vii) Operate, repair and maintain improvements consistent with the right-of-way grant;

(viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;

(ix) Restore the land to its original condition, to the maximum extent reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

(x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee's address;

(xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

(xii) Comply with due diligence requirements under § 169.105; and

(xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.

- (6) Unless the grantee would be prohibited by law from doing so, the grantee must also:
- (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
 - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.
- (d) The grant must attach or include by reference maps of definite location.

ATTACHMENT A
FORM OF PROPOSAL

Tab 1: Form of Proposal: This Form of Proposal –Attachment A, is attached hereto and incorporated herein. Requirements listed here must be fully completed, executed and submitted to constitute a complete proposal (please mark on Attachment A each Tab included in the proposal).

Tab 2: Profile of Firm Form: The Profile of Firm Form is attached hereto and incorporated herein by reference as Attachment B. It and its required attachments must be fully completed and executed and submitted as a part of the proposal. Include descriptions of relevant project experience behind the Profile of Firm Form under this Tab 2. Letters of reference and other supporting documentation should be included under Tab 9 - Other Information.

Tab 3: Proposed Service Description: As more fully detailed within Section I, Scope of Proposal, Subsections A through C. Provide a narrative description of all services proposed to be provided as well as a description of the plan and/or methods that the applicant will utilize to deliver the proposed services.

Tab 4: Proposed Fees Form: The Proposed Fees Form is attached hereto and incorporated herein by reference as Attachment C. It must be fully completed, signed, and submitted as a part of the proposal.

Tab 5: Managerial Capacity: The applicant entity must submit a concise description of its managerial capacity to deliver the proposed services. Include Resumes of key personnel under this tab.

Tab 6: Client List: The applicant entity must submit a list of at least three (3) former or current clients for whom the applicant has performed similar or like services to those being proposed, within the past three years. The list must include:

- Client's name
- Client's contact name
- Clients phone number
- A description of services provided

Tab 7: Subcontractor/Joint Venture Information: Describe hereunder whether or not the applicant intends to use any subcontracts for this job, if awarded, and/or if this Proposal is a joint venture with another firm. Please note that all information required from the applicant under the preceding Tabs must also be included for any major subcontractors (10% or more) and for any joint venture partners.

Tab 8: Indian Preference Documentation: For any entity claiming an Indian Preference, they shall include any completed certification forms and required attachments that substantiate the percentage of Indian ownership of the entity.

Tab 9: Other Information: The applicant entity may include any other general information that the applicant believes is appropriate to assist Planning in its evaluation.

ATTACHMENT B
PROFILE OF FIRM FORM

- (1) Prime_____ Subcontractor_____ (This form must be completed by each)
- (2) Name of Firm: _____
- (3) Street Address: _____
- (4) City, State, Zip: _____
- (5) Phone: _____ Fax : _____
- (6) Federal Tax ID Number _____
- (7) State Contractors License; State, Type, and Number

- (8) Year Firm Established: _____
- (9) Type of Ownership: _____
- (10) Former Name and Year Established (if applicable)

- (11) Name of Parent Company and Year Acquired (if applicable)

- (12) Identify Principals/ Partners in firm; submit brief resume for each under Tab 5.
- | Name | Title | % Ownership |
|-------|-------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
- (13) Identify individual(s) that will act as project manager and any other supervisory personnel that will work on the project; submit brief resumes for each under Tab 5.
- | Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- (14) General Liability Insurance carrier and policy number
_____ Coverage Amount _____
- (15) Professional Liability Insurance carrier and policy number
_____ Coverage Amount _____

- (16) Debarred Statement: Has this firm or any of its principals ever been debarred from providing any services by the Federal Government, State Government, or Indian Tribe?

Yes_____ No_____

If yes, please attach a full explanation including dates, circumstances, and current status.

- (17) Disclosure Statement: Does this firm or any principal of this firm have any current or past personal or professional relationship with any member of Planning staff or serving Hualapai elected officials? Yes_____ No_____

If yes, Names of such staff or officials_____

- (18) Verification Statement: The undersigned applicant hereby states that by completing and submitting this form they are certifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if Planning discovers that any information is false, that shall entitle Planning to not make and award or to cancel any award with the undersigned party.

Signature (Authorized Representative Title Date

Printed Name

ATTACHMENT C
PROPOSED COSTS FORM

COSTS FOR PROFESSIONAL SERVICES (PER HOUR)

COSTS FOR ANCILLARY OR SUPPORT SERVICES

COSTS FOR TRAVEL EXPENSES

COSTS FOR OTHER EXPENSES (COPYING, OFFICE SUPPLIES, ETC.)

TOTAL COST

COMPANY NAME

ADDRESS

SIGNATURE (AUTHORIZED REPRESENTATIVE) TITLE

DATE

PLEASE NOTE: Do not provide these costs in any other manner other than as detailed within this form. Costs shall be provided either on this form, or attached to this form. In either case, Costs are to be submitted only under Tab 4. Any applicant that submits proposed costs under any other tab will be rejected from consideration.

ATTACHMENT D
INDIAN PREFERENCE FORM

Indian Preference Statement:

Indian Preference in Selection Process:

The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450 e(b)) (Indian Act). Section 7(b) requires that to the greatest extent feasible (A) preferences and opportunities for training and employment shall be given to Indians and (B) preferences in the award of contracts and sub-contracts shall be given to Indian-owned economic enterprises.

The parties to contracts associated with this project shall comply with the provisions of section 7(b) of the Indian Act. In connection with this project, contractors shall, to the greatest extent feasible, give preference in the award of any sub-contracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians and Alaska Natives.

Contractors shall include this section 7(b) clause in every sub-contract in connection with the project, and shall, at the direction of the Tribe, take appropriate action pursuant to the sub-contract upon a finding by the Tribe, or HUD that a sub-contractor has violated section the 7(b) clause of the Indian Act.

PLEASE NOTE: It is not necessary to complete and submit this form and any of the noted items if you are not claiming Indian Preference.

CERTIFICATION FOR FIRMS SEEKING INDIAN PREFERENCE IN CONTRACTING AND DEMONSTRATION OF ABILITY: So that the PLANNING may assess your firm's eligibility to claim Indian Preference as noted above, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of these items as evidence may result in denial by the PLANNING to certify your firm as an Indian owned company and therefore, ineligible to receive Indian Preference.

INDIAN ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

☐ Corporation ☐ Joint Venture
☐ Partnership ☐ Other:
☐ Sole Proprietorship

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. State of incorporation: _____

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Title	Address	% of Stock Ownership
---------------------------------	------------	-------	---------	-------------------------

_____	_____	<u>President</u>	_____	_____
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_____	_____	<u>Vice-President</u>	_____	_____
-------	-------	-----------------------	-------	-------

_____	_____	Secretary	_____
_____	_____	or Clerk	_____
_____	_____	Treasurer	_____
_____	_____		_____
_____	_____		_____
_____	_____		_____

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and <u>Social Security No.</u>	I or NI	<u>Address</u>	% of Stock <u>Ownership</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and <u>Social Security No.</u>	I or NI	<u>Address</u>	% of Stock <u>Ownership</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization:

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? _____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

_____ Yes

_____ No

If Yes, complete:

Hours Per Week	
<u>Name/Title</u>	<u>Outside the Enterprise</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

___ Yes

___ No

If Yes, complete:

<u>Name of person/business</u>	<u>Date of Action</u>	<u>Type of Action</u>	<u>Department or Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

___ Yes

___ No

If Yes, complete:

<u>Name and address of subsidiary, affiliate or other concern</u>	<u>Description of Relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

___ Yes

___ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

___ Yes

___ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

___Yes

___No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

___Yes

___No

If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

___Yes

___No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to the start of construction?

\$ _____

Explain the source of these funds:

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

a. By contract with an outside professional accounting firm: _____

Name: _____ Address: _____

_____ Telephone: _____

b. Records are to be kept by enterprise personnel: _____

If "b" has been checked--state the qualifications of your personnel to perform this function:

c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bonafide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

b. Over the past three years, what has been the average number of employees:

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation..

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

Name Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name Date

Name Date

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____
President's Signature Date

Attested by: _____
Corporate Secretary's Signature Date

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:
"Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

ATTACHMENT E
Hualapai Professional Services Agreement
HUALAPAI TRIBAL NATION
PROFESSIONAL SERVICE CONTRACT

This Contract is made between the Hualapai Tribe, Department Planning Department, Peach Springs, AZ 86434 (the "Tribe"), and, _____, an independent contractor, whose address is _____. (Tax ID. No.) _____. (the "Contractor"). The Tribe agrees to contract for the service of Contractor and Contractor agrees to provide services, under the terms and conditions of this Contract.

1. Description of Services:

Contractor shall provide the following services to the Tribe:
Refer to proposal that lists Scope of Work to be accomplished.
(Scope of work attached to this contract)

2. Deliverables:

(List deliverable products listed in Scope of work attached to this contract)

In addition to the work described in the Statement of Work, Attachment 1, Contractor shall submit to the Tribe the following reports or other work products:

3. Payment for Services.

In full consideration of the personal services to be provided under this Contract, the Tribe agrees to pay Contractor as follows:

[] the fixed sum of \$ _____ for the services described in Attachment 1, Statement of Work, or; in (monthly) progress payments of \$ _____, **Not to exceed \$ _____.**

[] at the rate of _____ \$ per hour, up to maximum of \$ _____ per day, for services described in Attachment 1, Statement of Work, but not to exceed the sum of \$ _____ for all work under this Contract unless authorized in writing by the Tribe's _____. ~

As a precondition to receipt of any payments under this Contract, Contractor must provide the Tribe with invoices detailing all work performed under this Contract since the previous invoice. Such invoices shall include a detailed description of services provided in the time period since the last invoice was submitted. Invoices shall be submitted to the Tribe: [] bi-weekly, or [X] monthly, or [] upon completion of the Contract: Contractor will be paid monthly according to monthly invoices submitted for payment. **Contract not to exceed \$ _____.** Payment for approved invoices will be made within Thirty (30) days of receipt of such invoices by The Accounting Department of the Tribe. Final billing must be received within thirty (30) days of the completion or termination of this Contract. Contractor further agrees that final payment for his services will be made after a review of the work performed is completed by the Tribes Principal Contacts. If the work is found to be unsatisfactory, the Tribe reserves the right to withhold final payment indefinitely until all deficiencies are corrected.

4. Period of Performance.

This Contract shall commence on _____, and shall end on _____, unless terminated earlier as provided in this Contract. This period of _____

performance may be extended only by the written agreement of the Tribe and the Contractor. Contractor agrees that he is solely responsible for beginning and completing this Contract by the dates specified in this Contract. Contractor agrees that he shall be responsible for any costs to the Tribe associated with not completing this Contract by the scheduled ending date, unless unforeseen circumstances beyond control was caused by the management of the Tribe.

5. Principal Contacts.

All notices under this Contract shall be sent to the following designated Principal Contacts under this Contract. The Tribe may change its Principal Contacts at any time by written notification.

Tribe's principal contact:

Contracting Officer Mr. Kevin A. Davidson
Director,
Hualapai Planning Department

Compliance Officer Ms. Salena Siyuja
Hualapai Grants and Contracts Department

Contractor's principal contact: _____
Representative

Contractor and his work shall be monitored by the **Planning Department**, to determine whether the Contractor is in compliance with this Contract.

6. Independent Contractor.

It is understood and agreed that Contractor is an independent contractor with respect to all work to be performed under this Contract, and that Contractor is not an agent or employee of the Tribe. It is further understood and agreed that Contractor is not authorized to act on behalf of the Tribe, and that actions of Contractor are not actions of the Tribe.

Contractor will be responsible for providing all tools and equipment necessary to perform the tasks associated with this contract.

Contractor will be responsible for paying all employees or subcontractors he hires to perform any of the work under this Contract. Contractor's employees and subcontractors are not the employees of the Tribe. Contractor is solely responsible for paying his employees and subcontractors and for any obligation to pay or withhold any federal, state, tribal, or local taxes on the amounts Contractor pays to his employees and subcontractors.

Contractor will be responsible for payment of all applicable federal, state, tribal and local taxes, and/or special levies required under unemployment insurance, social security, income tax, and/or other laws, with respect to Contractor's performance of his obligations and receipt of payment under this Contract. The Tribe will not withhold any taxes payable by the Contractor on the amounts paid to Contractor under this Contract.

Contractor and the Tribe shall each retain its right to conduct its own separate business affairs, provided that such affairs do not interfere with the parties' obligations under this Contract.

7. Representations and Warranties of Contractor.

Contractor represents and warrants to the Tribe that he is not subject to any obligations, contracts, or restrictions that would prevent him from entering into or carrying out the provisions of this Contract. Contractor further represents and warrants that he has all of the qualifications, education, experience and skills required to complete the work intended to be completed under

this Contract. If Contractor is not so qualified, his lack of qualification is grounds for immediate termination of this Contract by the Tribe without liability. Contractor shall devote his best efforts to carry out the work required by this Contract in accordance with the standard of care, skill and diligence normally adhered to by a person in this field providing similar services.

8. Termination.

This Contract may be terminated by either party at any time without cause by giving thirty (30) days advance written notice of such termination to the other party. Contractor shall only be paid for work performed and reasonably billed for prior to the effective date of termination except as may be stipulated in Attachment 1.

Contractor's obligations under Articles 9 through 11 shall survive, and shall not be affected by, termination of this Contract.

9. Indemnification.

Contractor shall be responsible for any wrongful or negligent acts or omissions performed by him, his employees or his subcontractors associated with his performance under this Contract and agrees to indemnify and hold the Tribe harmless from any liability or damage to person or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

10. Confidentiality.

Contractor acknowledges that all information related to Contractor's work under this Contract, including all findings, reports, and other information either provided directly or indirectly by the Tribe in connection with the Contract or developed, compiled or created by Contractor in performing his services under this Contract, and all improvements made or conceived by Contractor under this Contract, is confidential and proprietary information owned by, and of great value to, the Tribe. Accordingly, Contractor agrees not to disclose any such confidential information to any person without the prior, written authorization of the Chairman of the Hualapai Tribe.

Regardless of how or when this Contract is terminated, within five (5) working days of completion of the work under this Contract, Contractor shall deliver to the Tribe all copies (including those on computer disk or other electronic medium) of all documents, drawings, specifications, and other materials or information which were furnished directly or indirectly by the Tribe to Contractor in connection with this Contract or which were prepared or acquired by Contractor in performance of services under this Contract.

Contractor shall not use any of the proprietary information described in this paragraph for anyone other than the Tribe's benefit.

11. Intellectual Property.

The title to all work completed by Contractor under or associated with this Contract shall be in the Tribe. Contractor will promptly disclose to the Tribe all inventions, improvements, designs, publications and ideas made or conceived by Contractor in the course of or associated with providing services under this Contract, regardless of whether Contractor develops those inventions, improvements, designs, publications or ideas after the termination of this Contract. Contractor agrees to assign to the Tribe all right and title to all such inventions, improvements,

designs, publications and ideas, and all copyrights, patents, and royalties associated with or derived from such ideas.

12. Amendment.

This Contract may be amended only by a written document signed by the Contracting Officer, the Grants and Contracts Compliance Officer to the Tribe and by the Contractor, and approved by the Chairman or Vice Chairman of the Tribe.

13. Assignment.

All rights and obligations under this Contract are personal to Contractor, and Contractor may not assign this Contract, or any rights or obligations hereunder, to any person. Any such attempted assignment shall be void.

14. Governing Law.

This Contract shall be governed by the laws and ordinances of the Hualapai Tribe. All claims arising under or related to this Contract shall be brought to the Contract Officer, Grants & Contract Officer then to the Hualapai Tribal Court.

CONTRACTOR:

By _____
Authorized Officer

HUALAPAI TRIBE:

By: _____
Planning Department Contract Officer

By: _____
Grants and Contracts Compliance Officer

By: _____
Chairman or Vice Chairman

Program to be charged: _____

Contract/Grant No.: _____

Line Item/ Account # : _____